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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

In re FORD FUEL EFFICIENCY
LITIGATION

Master File No.
SACV-12-02232-DOC(JPRx)

This Document Relates To:

ALL ACTIONS.

CLASS ACTION

CONSOLIDATED AMENDED
CLASS ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL

DEMAND FOR JURY TRIAL

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CENTRAL DIST. OF CALIF.
SANTA ANA

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INTRODUCTION

This consumer fraud class action is based on Defendant Ford Motor Company's ("Ford" or the "Company") false and misleading advertising campaign for certain of its models. Plaintiffs Richard Pitkin, Robert Renteria, Young Kwun, Guy Mossman, Donna Stimmel, L. David Sikes, C. Diane Sikes, Scott Gordon Grow, Matthew Parkhurst, Nan Le-Khanh Lewis, Alfonso Lerma, Angel Rivera, Bruce Klafter, Johanna Fontenot, Dwayne McDaniel and Claudia McDaniel, Nathan Montijo, Gregory Holman, Michel Jocelyn, Kermit Wilkins, April Tibbetts, Adele Rovetto, Jeremy Dobbs, Leo Rowe, Gary Cole, Richard Weglarz, Raymond Belded, Gary Zack, Steven Yamin, Roger Ritten, Dean Majkrzak, Jeremie Kahler and Amber Kahler, Peter Patroni, Octavio Hoyos, Lawrence Moss, Burneta Barley, Phillip Rider, Sylvester Lazuka and Patricia Lazuka, Mark Goodale, Gary Druckenmiller, Stanley Lindsey and Elizabeth Lindsey, Keith Howe, Melissa Schmidt, Charles Savage, Allen Bluhm, Richard Fox, and Dennis Harkins, (collectively, "Plaintiffs") bring this action for compensatory damages and equitable, injunctive, and declaratory relief against Ford and Does 1-50, who designed, manufactured, marketed, distributed, and/or sold the vehicles at issue (collectively, "Defendants"). Plaintiffs, individually and on behalf of all others similarly situated, allege the following upon their own knowledge, or where there is no personal knowledge, upon information and belief, and/or the investigation of counsel.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this lawsuit pursuant to 28 U.S.C. §1332(a)(1), as modified by the Class Action Fairness Act of 2005, because the Plaintiffs and Ford are citizens of different states, there are more than 100 members of the Class (as defined herein), and the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of attorneys' fees, interest, and costs.

2. This Court has personal jurisdiction over Ford because Ford has conducted and continues to conduct business in the State of California and because

1 Ford committed the acts and omissions complained of herein, in part, in the State of
2 California.

3 3. Pursuant to 28 U.S.C. §1931(b), venue as to Ford is proper in this
4 District. Ford sells a substantial amount of automobiles in this District, has
5 dealerships in this District, and many of Ford's acts complained of herein occurred in
6 this District.

7 **GENERAL ALLEGATIONS**

8 4. This is a consumer class action brought on behalf of Plaintiffs and all
9 others similarly situated who purchased or leased certain C-MAX and Fusion vehicles,
10 as described and defined in more detail below. Upon information and belief, tens of
11 thousands of these vehicles were distributed in the United States and marketed and
12 sold by Defendants based on affirmative misrepresentations and material omissions
13 concerning the vehicles' miles per gallon ("MPG"), miles per gallon gasoline
14 equivalent ("MPGe"), and fuel economy rating ("FER") (collectively, "fuel
15 economy"), including Ford's extensive, nationwide marketing and advertising
16 campaign, which touted the vehicles' purported 47 MPG in city and highway driving
17 and driving range per tank of gas which Ford contended made the vehicles leaders in
18 their respective classes in fuel economy, beating out all competitors – including
19 Toyota's Prius v. Through its false and misleading advertising, Defendant Ford has
20 sold hundreds of thousand of vehicles nationwide, including to Plaintiffs and other
21 Class members.

22 5. The timing of Defendants' actions is not a coincidence. Fuel economy is
23 more important than ever to consumers in this country. Ford is aware that fuel costs
24 have been skyrocketing, consumers have less to spend on costly fuel, and consumers
25 are looking for ways to burn less fuel and reduce their carbon footprint. Ford
26 capitalized on this consumer trend and marketed its vehicles through ad campaigns
27 that misrepresented the vehicles' fuel economy.

28

1 6. Recently, *Consumer Reports* performed independent testing and
2 determined that the data Ford touted about its fuel economy rates was inaccurate.
3 This is not conduct exclusive to Ford. In fact, on November 2, 2012, Hyundai and Kia
4 announced to the consuming public that they would lower their FERs for models
5 which were sold from 2010 through October 31, 2012.¹

6 7. However, *Consumer Reports* stated that Ford's hybrid vehicles had the
7 largest discrepancy between their overall results and the estimates published that
8 *Consumer Reports* had seen among any current models.²

9 8. Ford misleadingly marketed the fuel economy of the 2010 Fusion Hybrid
10 SE (the "2010 Fusion"), 2011 Fusion Hybrid SE (the "2011 Fusion"), 2012 Fusion
11 Hybrid SE (the "2012 Fusion"), the 2013 Ford Fusion Hybrid SE (the "2013 Fusion"
12 or the "Fusion") (collectively, the "Fusion Hybrids") as well as the 2013 Ford C-MAX
13 SE (the "C-MAX"). The Fusion Hybrids and C-MAX vehicles are collectively referred
14 to herein as the "Vehicles."

15 9. Defendants' misrepresentations and material omissions concerning the
16 fuel economy of these Vehicles were misleading, false, and reasonably likely to
17 deceive and did in fact deceive Plaintiffs and other Class members.

18 10. In conjunction with each sale or lease of the Vehicles to Plaintiffs and
19 Class members, Defendants expressly warranted the Vehicles' fuel economy.

20 11. As a result of Defendants' misrepresentations and material omissions,
21 Plaintiffs and the Class have suffered damages in that they purchased and/or leased
22 Vehicles that they would not have otherwise purchased. Alternatively, Plaintiffs and
23

24 ¹ <http://www.hyundai-news.com/us/en-us/Media/PressRelease.aspx?mediaid=37747&title=hyundai-and-Kia-initiate-voluntary-program-to-adjust-fuel-economy-ratings-on-select-vehicles> (last visited
25 Apr. 12, 2013).

26 ² <http://news.consumerreports.org/cars/2012/12/video-tests-show-2013-ford-fusion-c-max-hybrids-dont-live-up-to-47-mpg-claims.html> (last visited Apr. 12,
27 2013).

1 the Class would not have paid as much for these Vehicles. Further, they have suffered
2 damages in increased fuel expenses and the quantifiable diminution of value for their
3 Vehicles.

4 **PARTIES**

5 **I. Plaintiffs**

6 **A. California**

7 **1. Richard Pitkin**

8 12. Plaintiff Richard Pitkin is a resident and citizen of Roseville, California.
9 Plaintiff Pitkin purchased a 2013 C-MAX on or about October 30, 2012, at Folsom
10 Lake Ford in Folsom, California. He made his decision to purchase a C-MAX after
11 researching, viewing, and relying on Ford's television, print, and online
12 advertisements and marketing materials that stated the C-MAX achieved 47 MPG
13 highway, city, and combined. Fuel efficiency was the primary basis for Plaintiff
14 Pitkin's decision to purchase a C-MAX.

15 13. Specifically, among other advertisements and marketing materials,
16 Plaintiff Pitkin reviewed the C-MAX brochure, the second page of which contained a
17 photo of the vehicle with the graphic, "47 MPG City & Hwy." Plaintiff Pitkin also
18 saw commercials in which the narrator said the new C-MAX "beats Prius v with better
19 MPG," and "Say hi to the all new 47 Combined MPG C-MAX Hybrid." Based on
20 information and belief, these Internet, TV, print, and online advertisements regarding
21 the expected gas mileage of the 2013 C-MAX and Fusion were disseminated by Ford
22 throughout California and the United States.

23 14. The advertised representation of the 47 MPG FER was the primary
24 reason that Plaintiff Pitkin chose to purchase the 2013 C-MAX. The representation
25 that the C-MAX would achieve 47 MPG whether driven on the highway, in the city,
26 or in some combination of the two presented the mileage figure as the actual, expected
27 fuel efficiency of the vehicle.

28

1 15. Based on these representations which informed that the C-MAX would
2 achieve 47 MPG in all types of driving, Plaintiff Pitkin reasonably believed that the C-
3 MAX would achieve 47 MPG when driven in the real world. Plaintiff Pitkin heavily
4 relied on these representations when he decided to buy the 2013 C-MAX. However,
5 after purchasing the vehicle, Plaintiff Pitkin discovered that it consistently achieved
6 gas mileage far below the advertised mileage under normal real-world use, both on the
7 highway and in the city.

8 16. Plaintiff Pitkin did not know when he purchased the vehicle that the 47
9 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
10 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
11 Ford would not falsely advertise MPG. Plaintiff Pitkin has been damaged by Ford's
12 false, misleading, and inadequate representations of the C-MAX's fuel efficiency in
13 that he would not have purchased the vehicle or not paid as much for it, in higher out-
14 of-pocket fuel expenses and the diminution of value of the vehicle.

15 **2. Robert Renteria**

16 17. Plaintiff Robert Renteria is a resident and citizen of Ontario, California.
17 Plaintiff Renteria purchased a 2013 C-MAX on or about October 6, 2012, at Galpin
18 Ford in North Hills, California. He made his decision to purchase a C-MAX after
19 researching, viewing, and relying on Ford's online advertisements and marketing
20 materials (disseminated throughout California and nationwide) that stated the C-MAX
21 achieved 47 MPG highway, city, and combined. Fuel efficiency was the primary
22 basis for his decision to purchase a C-MAX. Plaintiff Renteria also considered the
23 Chevrolet Cruze, which is substantially less expensive than the C-MAX.

24 18. Based on these representations which informed that the C-MAX would
25 achieve 47 MPG in all types of driving, Plaintiff Renteria reasonably believed that the
26 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
27 Renteria heavily relied on these representations when he decided to buy the 2013 C-
28 MAX. However, after purchasing the vehicle, Plaintiff Renteria discovered that it

1 consistently achieved gas mileage far below the advertised mileage under normal,
2 real-world use, both on the highway and in the city.

3 19. Plaintiff Renteria did not know when he purchased the vehicle that the 47
4 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
5 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
6 Ford would not falsely advertise MPG. Plaintiff Renteria has been damaged by Ford's
7 false, misleading, and inadequate representations of the C-MAX's fuel efficiency in
8 that he would not have purchased the vehicle or not paid as much for it, in higher out-
9 of-pocket fuel expenses and the diminution of value of the vehicle.

10 **3. Young Kwun**

11 20. Plaintiff Young Kwun is a resident and citizen of Riverside, California.
12 Plaintiff Kwun purchased a 2013 C-MAX in October 2012 at Hemborg Ford in Norco,
13 California. He made his decision to purchase a C-MAX after researching, viewing,
14 and relying on Ford's online and newspaper advertisements and marketing materials
15 that stated the C-MAX achieved 47 MPG highway, city, and combined. Fuel
16 efficiency was the primary basis for his decision to purchase a C-MAX, as he often
17 drives from his home in Riverside to his farm that is north of Bakersfield.

18 21. Based on these representations which informed that the C-MAX would
19 achieve 47 MPG in all types of driving, Plaintiff Kwun reasonably believed that the
20 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
21 Kwun heavily relied on these representations when he decided to buy the 2013 C-
22 MAX. However, after purchasing the vehicle, he discovered that it consistently
23 achieved gas mileage far below the advertised mileage under normal, real-world use,
24 both on the highway and in the city.

25 22. Plaintiff Kwun did not know when he purchased the vehicle that the 47
26 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
27 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
28 Ford would not falsely advertise MPG. Plaintiff Kwun has been damaged by Ford's

1 false, misleading, and inadequate representations of the C-MAX's fuel efficiency in
2 that he would not have purchased the vehicle or not paid as much for it, in higher out-
3 of-pocket fuel expenses and the diminution of value of the vehicle.

4 **4. Guy Mossman**

5 23. Plaintiff Guy Mossman is a resident and citizen of Los Angeles,
6 California. Plaintiff Mossman purchased a 2013 C-MAX in November 2012, at
7 Huntington Beach Ford in Huntington Beach, California. He made his decision to
8 purchase a C-MAX after researching, viewing, and relying on Ford's online
9 advertisements and marketing materials that stated the C-MAX achieved 47 MPG
10 highway, city, and combined. Fuel efficiency was the primary basis for his decision
11 to purchase a C-MAX. When Plaintiff Mossman's Toyota Prius lease was ending, he
12 learned that there were other hybrids on the market, and after reviewing the various
13 vehicles, was impressed by and relied on Ford's advertisements that the C-MAX
14 achieved better horsepower and fuel efficiency than the Prius in both city and highway
15 driving.

16 24. Based on these representations which informed that the C-MAX would
17 achieve 47 MPG in all types of driving, Plaintiff Mossman reasonably believed that
18 the C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
19 Mossman heavily relied on these representations when he decided to buy the 2013 C-
20 MAX. However, after purchasing the vehicle, he discovered that it consistently
21 achieved gas mileage far below the advertised mileage under normal, real-world use,
22 both on the highway and in the city. He also ended up paying substantially more for
23 less fuel efficiency than he would have achieved if he had purchased a Toyota Prius.

24 25. Plaintiff Mossman did not know when he purchased the vehicle that the
25 47 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
26 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
27 Ford would not falsely advertise MPG. Plaintiff Mossman has been damaged by
28 Ford's false, misleading, and inadequate representations of the C-MAX's fuel

1 economy in that he would not have purchased the vehicle or not paid as much for it, in
2 higher out-of-pocket fuel expenses and the diminution of value of the vehicle.

3 **5. Donna Stimmel**

4 26. Plaintiff Donna Stimmel is a resident and citizen of Paso Robles,
5 California. Plaintiff Stimmel purchased a 2013 C-MAX in November 2012, at Perry
6 Ford in San Luis Obispo, California. She made her decision to purchase a C-MAX
7 after researching, viewing, and relying on Ford's website and television
8 advertisements and marketing materials, including the vehicle's brochure which stated
9 the C-MAX achieved 47 MPG highway, city, and combined. Fuel efficiency was the
10 primary basis for her decision to purchase a C-MAX. She was impressed by and
11 relied on Ford's representations that the C-MAX had better fuel efficiency than the
12 Toyota Prius v.

13 27. Based on these representations which informed that the C-MAX would
14 achieve 47 MPG in all types of driving, Plaintiff Stimmel reasonably believed that the
15 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
16 Stimmel heavily relied on these representations when she decided to buy the 2013 C-
17 MAX. However, after purchasing the vehicle, she discovered that it consistently
18 achieved gas mileage far below the advertised mileage under normal, real-world use,
19 both on the highway and in the city.

20 28. Plaintiff Stimmel did not know when she purchased the vehicle that the
21 47 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
22 efficiency and that the advertised MPG was inaccurate as she reasonably expected that
23 Ford would not falsely advertise MPG. Plaintiff Stimmel has been damaged by Ford's
24 false, misleading, and inadequate representations of the C-MAX's fuel efficiency in
25 that she would not have purchased the vehicle or not paid as much for it, in higher out-
26 of-pocket fuel expenses and the diminution of value of the vehicle.

1 **6. L. David Sikes and C. Diane Sikes**

2 29. Plaintiffs L. David Sikes and C. Diane Sikes are residents and citizens of
3 Half Moon Bay, California. The Sikes Plaintiffs purchased a 2013 C-MAX on or
4 about November 9, 2012, at James Ford in Half Moon Bay, California. They made
5 their decision to purchase a C-MAX after researching, viewing, and relying on Ford's
6 website and television advertisements and marketing materials, including the vehicle's
7 brochure, which stated the C-MAX achieved 47 MPG highway, city, and combined.
8 Fuel efficiency was the primary basis for their decision to purchase a C-MAX. The
9 Sikes Plaintiffs owned a 2005 Toyota Prius, but chose to purchase a C-MAX for their
10 next car based on these MPG advertisements. They often drive 30 miles round trip on
11 the highway between Half Moon Bay and San Mateo at conservative speeds.

12 30. Based on Ford's representations which informed that the C-MAX would
13 achieve 47 MPG in all types of driving, the Sikes Plaintiffs reasonably believed that
14 the C-MAX would actually achieve 47 MPG when driving in the real world. The
15 Sikes Plaintiffs heavily relied on these representations when they decided to buy the
16 2013 C-MAX. However, after purchasing the vehicle, they discovered that it
17 consistently achieved gas mileage far below the advertised mileage under normal,
18 real-world use, both on the highway and in the city.

19 31. The Sikes Plaintiffs did not know when they purchased the vehicle that
20 the 47 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
21 efficiency and that the advertised MPG was inaccurate as they reasonably expected
22 that Ford would not falsely advertise MPG. The Sikes Plaintiffs have been damaged
23 by Ford's false, misleading, and inadequate representations of the C-MAX's fuel
24 economy in that they would not have purchased the vehicle or not paid as much for it,
25 in higher out-of-pocket fuel expenses and the diminution of value of the vehicle.

26 **7. Scott Gordon Grow**

27 32. Plaintiff Scott Gordon Grow is a resident and citizen of Hayward,
28 California. Plaintiff Grow purchased a 2013 C-MAX in November 2012, at Fairfield

1 Ford in Fairfield, California. He made his decision to purchase a C-MAX after
2 researching, viewing, and relying on Ford's television advertisements and marketing
3 materials that stated the C-MAX achieved 47 MPG highway, city, and combined.
4 Fuel efficiency was the primary basis for his decision to purchase a C-MAX because
5 of his long commute and rising gas prices. His previous car was a Chevrolet HHR,
6 which achieved MPG rates similar to what he actually got from the C-MAX, but cost
7 substantially less than the C-MAX.

8 33. Based on these representations which informed that the C-MAX would
9 achieve 47 MPG in all types of driving, Plaintiff Grow reasonably believed that the C-
10 MAX would actually achieve 47 MPG when driven in the real world. Plaintiff Grow
11 heavily relied on these representations when he decided to buy the 2013 C-MAX.
12 However, after purchasing the vehicle, he discovered that it consistently achieved gas
13 mileage far below the advertised mileage under normal, real-world use, both on the
14 highway and in the city.

15 34. Plaintiff Grow did not know when he purchased the vehicle that the 47
16 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
17 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
18 Ford would not falsely advertise MPG. Plaintiff Grow has been damaged by Ford's
19 false, misleading, and inadequate representations of the C-MAX's fuel efficiency in
20 that he would not have purchased the vehicle or not paid as much for it, in higher out-
21 of-pocket fuel expenses and the diminution of value of the vehicle.

22 **8. Matthew Parkhurst**

23 35. Plaintiff Matthew Parkhurst is a resident and citizen of Rohnert Park,
24 California. Plaintiff Parkhurst purchased a 2013 C-MAX on or about December 2,
25 2012, at Future Ford in Roseville, California. He made his decision to purchase a C-
26 MAX after researching, viewing, and relying on Ford's website and television
27 advertisements and marketing materials, including the vehicle's brochure that stated
28 the C-MAX achieved 47 MPG highway, city, and combined. Fuel efficiency was the

1 primary basis for his decision to purchase a C-MAX. He considered both the C-MAX
2 and the Toyota Prius, but ultimately purchased the C-MAX because of the advertised
3 superior fuel economy of the C-MAX and the fact that the vehicle was roomier than
4 the Prius.

5 36. Based on these representations which informed that the C-MAX would
6 achieve 47 MPG in all types of driving, Plaintiff Parkhurst reasonably believed that
7 the C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
8 Parkhurst heavily relied on these representations when he decided to buy the 2013 C-
9 MAX. However, after purchasing the vehicle, he discovered that it consistently
10 achieved gas mileage far below the advertised mileage under normal, real-world use,
11 both on the highway and in the city.

12 37. Plaintiff Parkhurst did not know when he purchased the vehicle that the
13 47 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
14 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
15 Ford would not falsely advertise MPG. Had he known, he would have purchased a
16 Prius or a larger vehicle that achieves the same gas mileage as he actually achieves in
17 his C-MAX. Plaintiff Parkhurst has been damaged by Ford's false, misleading, and
18 inadequate representations of the C-MAX's fuel efficiency in that he would not have
19 purchased the vehicle or not paid as much for it, in higher out-of-pocket fuel expenses
20 and the diminution of value of the vehicle.

21 **9. Nan Le-Khanh Lewis**

22 38. Plaintiff Nan Le-Khanh Lewis is a resident and citizen of Corona,
23 California. Plaintiff Lewis purchased a 2013 C-MAX on or about October 22, 2012,
24 at Sunrise Ford in Glendale, California. She made her decision to purchase a C-MAX
25 after researching, viewing, and relying on Ford's website and brochure advertisements
26 and marketing materials that stated the C-MAX achieved 47 MPG highway, city, and
27 combined. Fuel efficiency was the primary basis for her decision to purchase a C-
28 MAX.

1 39. Based on these representations which informed that the C-MAX would
2 achieve 47 MPG in all types of driving, Plaintiff Lewis reasonably believed that the
3 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
4 Lewis heavily relied on these representations when she decided to buy the 2013 C-
5 MAX. However, after purchasing the vehicle, she discovered that it consistently
6 achieved gas mileage far below the advertised mileage under normal, real-world use,
7 both on the highway and in the city.

8 40. Plaintiff Lewis did not know when she purchased the vehicle that the 47
9 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
10 efficiency and that the advertised MPG was inaccurate as she reasonably expected that
11 Ford would not falsely advertise MPG. Plaintiff Lewis has been damaged by Ford's
12 false, misleading, and inadequate representations of the C-MAX's fuel efficiency in
13 that she would not have purchased the vehicle or not paid as much for it, in higher out-
14 of-pocket fuel expenses and the diminution of value of the vehicle.

15 **10. Alfonso Lerma**

16 41. Plaintiff Alfonso Lerma is a resident and citizen of Lancaster, California.
17 Plaintiff Lerma purchased a 2013 C-MAX in November 2012, at Antelope Valley
18 Ford in Lancaster, California. He made his decision to purchase a Ford C-MAX after
19 researching, viewing, and relying on Ford's website and television advertisements and
20 marketing materials, including the vehicle's brochure, that stated the C-MAX
21 achieved 47 MPG highway, city, and combined. At the time of his purchase, Plaintiff
22 Lerma was planning to retire and wanted to save on gas costs. Fuel efficiency was the
23 primary basis for his decision to purchase a C-MAX.

24 42. Based on these representations which informed that the C-MAX would
25 achieve 47 MPG in all types of driving, Plaintiff Lerma reasonably believed that the
26 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
27 Lerma heavily relied on these representations when he decided to buy the 2013 C-
28 MAX. However, after purchasing the vehicle, he discovered that it consistently

1 achieved gas mileage far below the advertised mileage under normal, real-world use,
2 both on the highway and in the city.

3 43. Plaintiff Lerma did not know when he purchased the vehicle that the 47
4 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
5 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
6 Ford would not falsely advertise MPG. Plaintiff Lerma has been damaged by Ford's
7 false, misleading, and inadequate representations the C-MAX's fuel efficiency in that
8 he would not have purchased the vehicle or not paid as much for it, in higher out-of-
9 pocket fuel expenses and the diminution of value of the vehicle.

10 **11. Angel Rivera**

11 44. Plaintiff Angel Rivera is a resident and citizen of San Diego, California.
12 Plaintiff Rivera purchased a 2013 C-MAX in November 2012, at Mission Ford in San
13 Diego, California. He made his decision to purchase a C-MAX after researching,
14 viewing, and relying on Ford's website and newspaper advertisements and marketing
15 materials, including the vehicle's brochure, that stated the C-MAX achieved 47 MPG
16 highway, city, and combined. Fuel efficiency was the primary basis for his decision
17 to purchase a C-MAX.

18 45. Based on these representations which informed that the C-MAX would
19 achieve 47 MPG in all types of driving, Plaintiff Rivera reasonably believed that the
20 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
21 Rivera heavily relied on these representations when he decided to buy the 2013 C-
22 MAX. However, after purchasing the vehicle, he discovered that it consistently
23 achieved gas mileage far below the advertised mileage under normal, real-world use,
24 both on the highway and in the city. After driving several thousand miles, Plaintiff
25 Rivera's C-MAX continues to achieve substandard MPG rates.

26 46. Plaintiff Rivera did not know when he purchased the vehicle that the 47
27 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
28 efficiency and that the advertised MPG was inaccurate as he reasonably expected that

1 Ford would not falsely advertise MPG. Plaintiff Rivera has been damaged by Ford's
2 false, misleading, and inadequate representations of the C-MAX's fuel economy in
3 that he would not have purchased the vehicle or not paid as much for it, in higher out-
4 of-pocket fuel expenses and the diminution of value of the vehicle.

5 **12. Bruce Klafter**

6 47. Plaintiff Bruce Klafter is a resident and citizen of San Mateo, California.
7 Plaintiff Klafter purchased a 2013 C-MAX on November 24, 2012, at Serramonte
8 Ford in Colma, California. He made his decision to purchase a C-MAX after
9 researching, viewing, and relying on Ford's website and brochure advertisements and
10 marketing materials that stated the C-MAX achieved 47 MPG highway, city, and
11 combined. Fuel efficiency was the primary basis for his decision to purchase a C-
12 MAX.

13 48. Based on these representations which informed that the C-MAX would
14 achieve 47 MPG in all types of driving, Plaintiff Klafter reasonably believed that the
15 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
16 Klafter heavily relied on these representations when he decided to buy the 2013 C-
17 MAX. However, after purchasing the vehicle, he discovered that it consistently
18 achieved gas mileage far below the advertised mileage under normal, real-world use,
19 both on the highway and in the city. After driving several thousand miles, his C-
20 MAX continues to achieve substandard MPG rates.

21 49. Plaintiff Klafter did not know when he purchased the vehicle that the 47
22 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
23 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
24 Ford would not falsely advertise MPG. Plaintiff Klafter has been damaged by Ford's
25 false, misleading, and inadequate representations of the C-MAX's fuel economy in
26 that he would not have purchased the vehicle or not paid as much for it, in higher out-
27 of-pocket fuel expenses and the diminution of value of the vehicle.

28

1 **13. Johanna Fontenot**

2 50. Plaintiff Johanna Fontenot is a resident and citizen of Altadena,
3 California. Plaintiff Fontenot purchased a 2013 Fusion on or about November 11,
4 2012, at Advantage Ford in Duarte, California. She made her decision to purchase a
5 Fusion after researching, viewing, and relying on Ford's website, television, and
6 magazine advertisements and marketing materials, including brochures that stated the
7 Fusion achieved 47 MPG highway, city, and combined. Fuel efficiency was the
8 primary basis for Plaintiff Fontenot's decision to purchase a Fusion.

9 51. Based on these representations which informed that the Fusion would
10 achieve 47 MPG in all types of driving, Plaintiff Fontenot reasonably believed that the
11 Fusion would actually achieve 47 MPG when driven in the real world. Plaintiff
12 Fontenot heavily relied on these representations when she decided to buy the 2013
13 Fusion. However, after purchasing the vehicle, she discovered that it consistently
14 achieved gas mileage far below the advertised mileage under normal, real-world use,
15 both on the highway and in the city, even though she drove according to the
16 instructions in a video provided by Ford explaining how to achieve the most fuel
17 efficiency.

18 52. Plaintiff Fontenot did not know when she purchased the vehicle that the
19 47 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel
20 efficiency and that the advertised MPG was inaccurate as she reasonably expected that
21 Ford would not falsely advertise MPG. Plaintiff Fontenot has been damaged by
22 Ford's false, misleading, and inadequate representations of the Fusion's fuel
23 efficiency in that she would not have purchased the vehicle or not paid as much for it,
24 in higher out-of-pocket fuel expenses and the diminution of value of the vehicle.

25 **14. Dewayne McDaniel and Claudia McDaniel**

26 53. Plaintiffs Dewayne McDaniel and Claudia McDaniel are residents and
27 citizens of Moreno Valley, California. They purchased a 2013 Fusion on or about
28 November 9, 2012, at Kearny Pearson Ford dealership in San Diego, California. They

1 made their decision to purchase a Fusion after researching, viewing, and relying on
2 Ford's website (including Ford's YouTube site and Facebook page) and brochure
3 advertisements and marketing materials that stated the Fusion achieved 47 MPG
4 highway, city, and combined. Fuel efficiency was the primary basis for their decision
5 to purchase a Fusion.

6 54. Based on these representations which informed that the Fusion would
7 achieve 47 MPG in all types of driving, the McDaniel Plaintiffs reasonably believed
8 that the Fusion would actually achieve 47 MPG when driven in the real world. The
9 McDaniel Plaintiffs heavily relied on these representations when they decided to buy
10 the 2013 Fusion. However, after purchasing the vehicle, they discovered that it
11 consistently achieved gas mileage far below the advertised mileage under normal,
12 real-world use, both on the highway and in the city.

13 55. The McDaniel Plaintiffs did not know when they purchased the vehicle
14 that the 47 MPG estimated mileage for the Fusion overstated the vehicle's estimated
15 fuel efficiency and that the advertised MPG was inaccurate as they reasonably
16 expected that Ford would not falsely advertise MPG. The McDaniel Plaintiffs have
17 been damaged by Ford's false, misleading, and inadequate representations of the
18 Fusion's fuel efficiency in that they would not have purchased the vehicle or not paid
19 as much for it, in higher out-of-pocket fuel expenses and the diminution of value of
20 the vehicle.

21 **15. Nathan Montijo**

22 56. Plaintiff Nathan Montijo is a resident and citizen of La Puente,
23 California. Plaintiff Montijo purchased a certified used 2010 non-hybrid Fusion from
24 Galpin Ford in July 2011. Montijo made his decision to purchase a Fusion after
25 researching, viewing, and relying on Ford's radio and print advertisements which
26 touted the Fusion's high fuel economy as approximately 35 MPG. Due to his
27 Southern California commute, fuel efficiency was the primary basis for Plaintiff
28 Montijo's decision to purchase a Fusion.

1 57. Based on Ford's advertisements, Plaintiff Montijo reasonably believed
2 that the Fusion would achieve approximately 35 MPG when driven in the real world.
3 Plaintiff Montijo heavily relied on Ford's representations when he decided to buy the
4 vehicle. However, after purchasing the vehicle, Plaintiff Montijo discovered that it
5 consistently achieved gas mileage far below the advertised mileage under normal real-
6 world use, both on the highway and in the city. Specifically, Plaintiff Montijo
7 discovered that the vehicle only achieved 24-27 MPG.

8 58. Plaintiff Montijo did not know when he purchased the vehicle that Ford's
9 advertisements had overstated the vehicle's estimated fuel efficiency and that the
10 advertised MPG was inaccurate as he reasonably expected that Ford would not falsely
11 advertise MPG. Plaintiff Montijo has been damaged by Ford's false, misleading, and
12 inadequate representations of the Fusion's fuel efficiency as he would not have
13 purchased the vehicle or not paid as much for it, he would not have paid as much for
14 gas, and the diminution of the value of the vehicle.

15 59. Upon discovering that the non-hybrid Fusion was not getting the fuel
16 economy that was advertised, Plaintiff Montijo decided to buy a hybrid vehicle,
17 specifically a Prius. However, after being exposed to Ford's C-MAX advertisements,
18 including billboards, print advertisements, online ads, and website, which all touted
19 the C-MAX as achieving better fuel economy than the Prius, and with more horse
20 power, Montijo decided to buy a C-MAX instead.

21 60. Plaintiff Montijo purchased a 2013 C-MAX at Santa Monica Ford,
22 trading in his Fusion for \$11,270. The C-MAX was advertised as getting
23 approximately 47 MPGe, but the vehicle has not performed as advertised, getting
24 much lower fuel economy in the range of 35 MPG. Had Plaintiff Montijo been aware
25 of Defendants' misrepresentations concerning the fuel economy of the 2013 C-MAX,
26 he would not have purchased the vehicle or would not have paid as much for the
27 Vehicle. Further, as a result of the misrepresentations, Plaintiff Montijo has also
28

1 suffered damages in higher out-of-pocket fuel expenses and the diminution of the
2 value of his C-MAX.

3 **B. Arizona Plaintiff: Gregory Holman**

4 61. Plaintiff Gregory Holman is a resident and citizen of Phoenix, Arizona.
5 Plaintiff Holman purchased a 2013 C-MAX on December 6, 2012, at Power Ford in
6 Scottsdale, Arizona. He made his decision to purchase a C-MAX after researching,
7 viewing, and relying on Ford's website, Facebook page, and brochure advertisements
8 and marketing materials that stated the C-MAX achieved 47 MPG highway, city, and
9 combined. Fuel efficiency was the primary basis for Plaintiff Holman's decision to
10 purchase a C-MAX.

11 62. Based on these representations which informed that the C-MAX would
12 achieve 47 MPG in all types of driving, Plaintiff Holman reasonably believed that the
13 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
14 Holman heavily relied on these representations when he decided to buy the 2013 C-
15 MAX. However, after purchasing the vehicle, he discovered that it consistently
16 achieved gas mileage far below the advertised mileage under normal, real-world use,
17 both on the highway and in the city. After several thousands of miles of driving,
18 Plaintiff Holman's C-MAX continues to achieve substandard MPG rates.

19 63. Plaintiff Holman did not know when he purchased the vehicle that the 47
20 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
21 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
22 Ford would not falsely advertise MPG. Plaintiff Holman has been damaged by Ford's
23 false, misleading, and inadequate representations of the C-MAX's fuel economy in
24 that he would not have purchased the vehicle or not paid as much for it, in higher out-
25 of-pocket fuel expenses and the diminution of value of the vehicle.

1 **C. Colorado**

2 **1. Michel Jocelyn**

3 64. Plaintiff Michel Jocelyn is a resident and citizen of Littleton, Colorado.
4 Plaintiff Jocelyn purchased a 2013 C-MAX on October 10, 2012, at Lakewood
5 Fordland in Lakewood, Colorado. He made his decision to purchase a C-MAX after
6 researching, viewing, and relying on Ford's website, television advertisements, and
7 brochure advertisements and marketing materials that stated the C-MAX achieved 47
8 MPG highway, city, and combined. Fuel efficiency was the primary basis for Plaintiff
9 Jocelyn's decision to purchase a C-MAX.

10 65. Based on these representations which informed that the C-MAX would
11 achieve 47 MPG in all types of driving, Plaintiff Jocelyn reasonably believed that the
12 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
13 Jocelyn heavily relied on these representations when he decided to buy the 2013 C-
14 MAX. However, after purchasing the vehicle, he discovered that it consistently
15 achieved gas mileage far below the advertised mileage under normal, real-world use,
16 both on the highway and in the city. After several thousands of miles of driving, his
17 C-MAX continues to achieve substandard MPG rates.

18 66. Plaintiff Jocelyn did not know when he purchased the vehicle that the 47
19 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
20 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
21 Ford would not falsely advertise MPG. Plaintiff Jocelyn has been damaged by Ford's
22 false, misleading, and inadequate representations of the C-MAX's fuel economy in
23 that he would not have purchased the vehicle or not paid as much for it, in higher out-
24 of-pocket fuel expenses and the diminution of value of the vehicle.

25 **2. Kermit Wilkins**

26 67. Plaintiff Kermit Wilkins is a resident and citizen of Holyoke, Colorado.
27 Plaintiff Wilkins purchased a 2013 Fusion on or about November 20, 2012, at
28 Lakewood Fordland in Lakewood, Colorado. He made his decision to purchase a

1 Fusion after researching, viewing, and relying on Ford's website advertisements and
2 marketing materials that stated the Fusion achieved 47 MPG highway, city, and
3 combined. Fuel efficiency was the primary basis for his decision to purchase a
4 Fusion. He also considered the Toyota Prius, but chose the Fusion because it was
5 advertised as having more power and better fuel economy than the Prius.

6 68. Based on these representations which informed that the Fusion would
7 achieve 47 MPG in all types of driving, Plaintiff Wilkins reasonably believed that the
8 Fusion would actually achieve 47 MPG when driven in the real world. Plaintiff
9 Wilkins heavily relied on these representations when he decided to buy the 2013
10 Fusion. However, after purchasing the vehicle, he discovered that it consistently
11 achieved gas mileage far below the advertised mileage under normal, real-world use,
12 both on the highway and in the city.

13 69. Plaintiff Wilkins did not know when he purchased the vehicle that the 47
14 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel
15 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
16 Ford would not falsely advertise MPG. Plaintiff Wilkins has been damaged by Ford's
17 false, misleading, and inadequate representations of the Fusion's fuel efficiency in that
18 he would not have purchased the vehicle or not paid as much for it, in higher out-of-
19 pocket fuel expenses and the diminution of value of the vehicle.

20 **D. Connecticut Plaintiff: April Tibbetts**

21 70. Plaintiff April Tibbetts is a resident and citizen of Terryville,
22 Connecticut. Plaintiff Tibbetts purchased a 2013 C-MAX on November 30, 2012, at
23 Hammonasset Ford in Madison, Connecticut. She made her decision to purchase a C-
24 MAX after researching, viewing, and relying on Ford's website, television, and
25 brochure advertisements and marketing materials that stated the C-MAX achieved 47
26 MPG highway, city, and combined. Fuel efficiency was the primary basis for her
27 decision to purchase a C-MAX. She also considered purchasing the Toyota Prius but
28 chose the Ford vehicle because of the represented fuel efficiency.

1 71. Based on these representations which informed that the C-MAX would
2 achieve 47 MPG in all types of driving, Plaintiff Tibbetts reasonably believed that the
3 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
4 Tibbetts heavily relied on these representations when she decided to buy the 2013 C-
5 MAX. However, after purchasing the vehicle, she discovered that it consistently
6 achieved gas mileage far below the advertised mileage under normal, real-world use,
7 both on the highway and in the city. After several thousands of miles of driving, her
8 C-MAX continues to achieve substandard MPG rates.

9 72. Plaintiff Tibbetts did not know when she purchased the vehicle that the
10 47 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
11 efficiency and that the advertised MPG was inaccurate as she reasonably expected that
12 Ford would not falsely advertise MPG. Plaintiff Tibbetts has been damaged by Ford's
13 false, misleading, and inadequate representations of the C-MAX's fuel economy in
14 that she would not have purchased the vehicle or not paid as much for it, in higher out-
15 of-pocket fuel expenses and the diminution of value of the vehicle.

16 **E. Florida**

17 **1. Adele Rovetto**

18 73. Plaintiff Adele Rovetto is a resident and citizen of Plantation, Florida.
19 Plaintiff Rovetto purchased a 2013 C-MAX on October 31, 2012, at Sawgrass Ford in
20 Sunrise, Florida. She made her decision to purchase a C-MAX after researching,
21 viewing, and relying on Ford's website advertisements and marketing materials that
22 stated the C-MAX achieved 47 MPG highway, city, and combined. Fuel efficiency
23 was the primary basis for her decision to purchase a C-MAX.

24 74. Based on these representations which informed that the C-MAX would
25 achieve 47 MPG in all types of driving, Plaintiff Rovetto reasonably believed that the
26 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
27 Rovetto heavily relied on these representations when she decided to buy the 2013 C-
28 MAX. However, after purchasing the vehicle, she discovered that it consistently

1 achieved gas mileage far below the advertised mileage under normal, real-world use,
2 both on the highway and in the city.

3 75. Plaintiff Rovetto did not know when she purchased the vehicle that the
4 47 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
5 efficiency and that the advertised MPG was inaccurate as she reasonably expected that
6 Ford would not falsely advertise MPG. Plaintiff Rovetto has been damaged by Ford's
7 false, misleading, and inadequate representations of the C-MAX's fuel economy in
8 that she would not have purchased the vehicle or not paid as much for it, in higher out-
9 of-pocket fuel expenses and the diminution of value of the vehicle.

10 **2. Jeremy Dobbs**

11 76. Plaintiff Jeremy Dobbs is a resident and citizen of Orlando, Florida.
12 Plaintiff Dobbs purchased a 2013 Fusion on or about December 17, 2012, at Sunstate
13 Ford in Orlando, Florida. He made his decision to purchase a Fusion after
14 researching, viewing, and relying on Ford's website advertisements and marketing
15 materials that stated the Fusion achieved 47 MPG highway, city, and combined. Fuel
16 efficiency was the primary basis for his decision to purchase a Fusion.

17 77. Based on these representations which informed that the Fusion would
18 achieve 47 MPG in all types of driving, Plaintiff Dobbs reasonably believed that the
19 Fusion would actually achieve 47 MPG when driven in the real world. Plaintiff
20 Dobbs heavily relied on these representations when he decided to buy the 2013
21 Fusion. However, after purchasing the vehicle, he discovered that it consistently
22 achieved gas mileage far below the advertised mileage under normal, real-world use,
23 both on the highway and in the city.

24 78. Plaintiff Dobbs did not know when he purchased the vehicle that the 47
25 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel
26 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
27 Ford would not falsely advertise MPG. Plaintiff Dobbs has been damaged by Ford's
28 false, misleading, and inadequate representations of the Fusion's fuel efficiency in that

1 he would not have purchased the vehicle or not paid as much for it, in higher out-of-
2 pocket fuel expenses and the diminution of value of the vehicle.

3 **F. Georgia Plaintiff: Leo Rowe**

4 79. Plaintiff Leo Rowe is a resident and citizen of Montgomery County,
5 Georgia. Plaintiff Rowe purchased a 2013 Fusion on or about December 10, 2012, at
6 Cherokee Ford in Woodstock, Georgia. He made his decision to purchase a Fusion
7 after researching, viewing, and relying on Ford's website, television, and brochure
8 advertisements and marketing materials that stated the Fusion achieved 47 MPG
9 highway, city, and combined. Fuel efficiency was the primary basis for his decision
10 to purchase a Fusion Hybrid.

11 80. Based on these representations which informed that the Fusion would
12 achieve 47 MPG in all types of driving, Plaintiff Rowe reasonably believed that the
13 Fusion Hybrid would actually achieve 47 MPG when driven in the real world.
14 Plaintiff Rowe heavily relied on these representations when he decided to buy the
15 2013 Fusion. However, after purchasing the vehicle, he discovered that it consistently
16 achieved gas mileage far below the advertised mileage under normal, real-world use,
17 both on the highway and in the city.

18 81. Plaintiff Rowe did not know when he purchased the vehicle that the 47
19 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel
20 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
21 Ford would not falsely advertise MPG. Plaintiff Rowe has been damaged by Ford's
22 false, misleading, and inadequate representations of the Fusion's fuel efficiency in that
23 he would not have purchased the vehicle or not paid as much for it, in higher out-of-
24 pocket fuel expenses and the diminution of value of the vehicle.

25 **G. Illinois**

26 **1. Gary Cole**

27 82. Plaintiff Gary Cole is a resident and citizen of Wakarusa, Indiana.
28 Plaintiff Cole purchased a 2013 C-MAX on January 2, 2013, at Fair Oaks Ford in

1 Naperville, Illinois. He made his decision to purchase a Ford C-MAX after
2 researching, viewing, and relying on Ford's website, television, and brochure
3 advertisements and marketing materials that stated the C-MAX achieved 47 MPG
4 highway, city, and combined. Fuel efficiency was the primary basis for his decision
5 to purchase a C-MAX.

6 83. Based on these representations which informed that the C-MAX would
7 achieve 47 MPG in all types of driving, Plaintiff Cole reasonably believed that the C-
8 MAX would actually achieve 47 MPG when driven in the real world. Plaintiff Cole
9 heavily relied on these representations when he decided to buy the 2013 C-MAX.
10 However, after purchasing the vehicle, he discovered that it consistently achieved gas
11 mileage far below the advertised mileage under normal, real-world use, both on the
12 highway and in the city.

13 84. Plaintiff Cole did not know when he purchased the vehicle that the 47
14 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
15 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
16 Ford would not falsely advertise MPG. Plaintiff Cole has been damaged by Ford's
17 false, misleading, and inadequate representations of the C-MAX's fuel economy in
18 that he would not have purchased the vehicle or not paid as much for it, in higher out-
19 of-pocket fuel expenses and the diminution of value of the vehicle.

20 **2. Richard Weglarz**

21 85. Plaintiff Richard Weglarz is a resident and citizen of Antioch, Illinois.
22 Plaintiff Weglarz purchased a 2013 Fusion on or about November 2012, at Kunes
23 County Ford in Antioch, Illinois. He made his decision to purchase a Fusion after
24 researching, viewing, and relying on Ford's website advertisements and marketing
25 materials that stated the Fusion achieved 47 MPG highway, city, and combined. Fuel
26 efficiency was the primary basis for his decision to purchase a Fusion.

27 86. Based on these representations which informed that the Fusion would
28 achieve 47 MPG in all types of driving, Plaintiff Weglarz reasonably believed that the

1 Fusion would actually achieve 47 MPG when driven in the real world. Plaintiff
2 Weglarz heavily relied on these representations when he decided to buy the 2013
3 Fusion. However, after purchasing the vehicle, he discovered that it consistently
4 achieved gas mileage far below the advertised mileage under normal, real-world use,
5 both on the highway and in the city.

6 87. Plaintiff Weglarz did not know when he purchased the vehicle that the 47
7 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel
8 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
9 Ford would not falsely advertise MPG. Plaintiff Weglarz has been damaged by Ford's
10 false, misleading, and inadequate representations of the Fusion's fuel efficiency in that
11 he would not have purchased the vehicle or not paid as much for it, in higher out-of-
12 pocket fuel expenses and the diminution of value of the vehicle.

13 **H. Maryland Plaintiff: Raymond Belden**

14 88. Plaintiff Raymond Belden is a resident and citizen of Odenton, Maryland.
15 Plaintiff Belden purchased a 2013 C-MAX on or about January 2012, at Koons Ford
16 in Silver Spring, Maryland. He made his decision to purchase a C-MAX after
17 researching, viewing, and relying on Ford's website, radio, television, and brochure
18 advertisements and marketing materials that stated the C-MAX achieved 47 MPG
19 highway, city, and combined. Fuel efficiency was the primary basis for his decision
20 to purchase a C-MAX.

21 89. Based on these representations which informed that the C-MAX would
22 achieve 47 MPG in all types of driving, Plaintiff Belden reasonably believed that the
23 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
24 Belden heavily relied on these representations when he decided to buy the 2013 C-
25 MAX. However, after purchasing the vehicle, he discovered that it consistently
26 achieved gas mileage far below the advertised mileage under normal, real-world use,
27 both on the highway and in the city.

28

1 90. Plaintiff Belden did not know when he purchased the vehicle that the 47
2 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
3 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
4 Ford would not falsely advertise MPG. Plaintiff Belden has been damaged by Ford's
5 false, misleading, and inadequate representations of the C-MAX's fuel economy in
6 that he would not have purchased the vehicle or not paid as much for it, in higher out-
7 of-pocket fuel expenses and the diminution of value of the vehicle.

8 **I. Michigan**

9 **1. Gary Zack**

10 91. Plaintiff Gary Zack is a resident and citizen of Rochester Hills, Michigan.
11 Plaintiff Zack purchased a 2013 C-MAX on or about September 2012, at Huntington
12 Ford in Rochester Hills, Michigan. He made his decision to purchase a C-MAX after
13 researching, viewing, and relying on Ford's website and television advertisements and
14 marketing materials that stated the C-MAX achieved 47 MPG highway, city, and
15 combined. Fuel efficiency was the primary basis for his decision to purchase a C-
16 MAX as he has a long commute from the Detroit area to western Michigan, and rising
17 fuel costs were of great concern to him.

18 92. Based on these representations which informed that the C-MAX would
19 achieve 47 MPG in all types of driving, Plaintiff Zack reasonably believed that the C-
20 MAX would actually achieve 47 MPG when driven in the real world. Plaintiff Zack
21 heavily relied on these representations when he decided to buy the 2013 C-MAX.
22 However, after purchasing the vehicle, he discovered that it consistently achieved gas
23 mileage far below the advertised mileage under normal, real-world use, both on the
24 highway and in the city. After driving several thousand miles, his C-MAX continues
25 to achieve substandard MPG rates.

26 93. Plaintiff Zack did not know when he purchased the vehicle that the 47
27 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
28 efficiency and that the advertised MPG was inaccurate as he reasonably expected that

1 Ford would not falsely advertise MPG. Plaintiff Zack has been damaged by Ford's
2 false, misleading, and inadequate representations of the C-MAX's fuel economy in
3 that he would not have purchased the vehicle or not paid as much for it, in higher out-
4 of-pocket fuel expenses and the diminution of value of the vehicle.

5 **2. Steven Yamin**

6 94. Plaintiff Steven Yamin is a resident and citizen of Lake City, Michigan.
7 Plaintiff Yamin purchased a 2013 Fusion on or about October 2012, at Mike Doran
8 Ford in Charter Township of Clinton, Michigan. He made his decision to purchase a
9 Fusion after researching, viewing, and relying on Ford's website and television
10 advertisements and marketing materials that stated the Fusion achieved 47 MPG
11 highway, city, and combined. Fuel efficiency was the primary basis for his decision
12 to purchase a Fusion. Plaintiff Yamin traded in a Toyota Prius to purchase the Fusion
13 based on Ford's higher fuel efficiency representations. However, his Fusion actually
14 achieves significantly poorer fuel efficiency than his Prius.

15 95. Based on Ford's representations which informed that the Fusion would
16 achieve 47 MPG in all types of driving, Plaintiff Yamin reasonably believed that the
17 Fusion would actually achieve 47 MPG when driven in the real world. Plaintiff
18 Yamin heavily relied on these representations when he decided to buy the 2013
19 Fusion. However, after purchasing the vehicle, he discovered that it consistently
20 achieved gas mileage far below the advertised mileage under normal, real-world use,
21 both on the highway and in the city.

22 96. Plaintiff Yamin did not know when he purchased the vehicle that the 47
23 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel
24 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
25 Ford would not falsely advertise MPG. Plaintiff Yamin has been damaged by Ford's
26 false, misleading, and inadequate representations of the Fusion's fuel efficiency in that
27 he would not have purchased the vehicle or not paid as much for it, in higher out-of-
28 pocket fuel expenses and the diminution of value of the vehicle.

1 **J. Minnesota:**

2 **1. Roger Ritten**

3 97. Plaintiff Roger Ritten is a resident and citizen of Victoria, Minnesota.
4 Plaintiff Ritten purchased a 2013 C-MAX on December 30, 2012, at Metropolitan
5 Ford in Eden Prairie, Minnesota. He made his decision to purchase a C-MAX after
6 researching, viewing, and relying on Ford's website and television advertisements and
7 marketing materials that stated the C-MAX achieved 47 MPG highway, city, and
8 combined. Fuel efficiency was the primary basis for his decision to purchase a C-
9 MAX.

10 98. Based on these representations which informed that the C-MAX would
11 achieve 47 MPG in all types of driving, Plaintiff Ritten reasonably believed that the
12 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
13 Ritten heavily relied on these representations when he decided to buy the 2013 C-
14 MAX. However, after purchasing the vehicle, he discovered that it consistently
15 achieved gas mileage far below the advertised mileage under normal, real-world use,
16 both on the highway and in the city.

17 99. Plaintiff Ritten did not know when he purchased the vehicle that the 47
18 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
19 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
20 Ford would not falsely advertise MPG. Plaintiff Ritten has been damaged by Ford's
21 false, misleading, and inadequate representations of the C-MAX's fuel economy in
22 that he would not have purchased the vehicle or not paid as much for it, in higher out-
23 of-pocket fuel expenses and the diminution of value of the vehicle.

24 **2. Dean Majkrzak**

25 100. Plaintiff Dean Majkrzak is a resident and citizen of Elk River, Minnesota.
26 Plaintiff Majkrzak purchased a 2013 Fusion on or about January 11, 2013, at New
27 Brighton Ford in New Brighton, Minnesota. He made his decision to purchase a
28 Fusion after researching, viewing, and relying on Ford's website, television, and

1 brochure advertisements and marketing materials that stated the Fusion achieved 47
2 MPG highway, city, and combined. Fuel efficiency was the primary basis for his
3 decision to purchase a Fusion.

4 101. Based on these representations which informed that the Fusion Hybrid
5 would achieve 47 MPG in all types of driving, Plaintiff Majkrzak reasonably believed
6 that the Fusion would actually achieve 47 MPG when driven in the real world.
7 Plaintiff Majkrzak heavily relied on these representations when he decided to buy the
8 2013 Fusion. However, after purchasing the vehicle, he discovered that it consistently
9 achieved gas mileage far below the advertised mileage under normal, real-world use,
10 both on the highway and in the city.

11 102. Plaintiff Majkrzak did not know when he purchased the vehicle that the
12 47 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel
13 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
14 Ford would not falsely advertise MPG. Plaintiff Majkrzak has been damaged by
15 Ford's false, misleading, and inadequate representations of the Fusion's fuel
16 efficiency in that he would not have purchased the vehicle or not paid as much for it,
17 in higher out-of-pocket fuel expenses and the diminution of value of the vehicle.

18 **K. Missouri Plaintiffs: Jeremie Kahler and Amber Kahler**

19 103. Plaintiffs Jeremie Kahler and Amber Kahler are residents and citizens of
20 Kansas City, Missouri. The Kahler Plaintiffs purchased a 2013 C-MAX on or about
21 January 2013, at Thoroughbred Ford in Kansas City, Missouri. They made their
22 decision to purchase a C-MAX after researching, viewing, and relying on Ford's
23 website, television, and brochure advertisements and marketing materials that stated
24 the C-MAX achieved 47 MPG highway, city, and combined. Fuel efficiency was the
25 primary basis for their decision to purchase a C-MAX. They also considered
26 purchasing a Toyota Prius, but chose the C-MAX because of Ford's fuel efficiency
27 representations in its advertisements.

28

1 104. Based on these representations which informed that the C-MAX would
2 achieve 47 MPG in all types of driving, the Kahler Plaintiffs reasonably believed that
3 the C-MAX would actually achieve 47 MPG when driven in the real world. The
4 Kahler Plaintiffs heavily relied on these representations when they decided to buy the
5 2013 C-MAX. However, after purchasing the vehicle, they discovered that it
6 consistently achieved gas mileage far below the advertised mileage under normal,
7 real-world use, both on the highway and in the city.

8 105. The Kahler Plaintiffs did not know when they purchased the vehicle that
9 the 47 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
10 efficiency and that the advertised MPG was inaccurate as they reasonably expected
11 that Ford would not falsely advertise MPG. The Kahler Plaintiffs have been damaged
12 by Ford's false, misleading, and inadequate representations of the C-MAX's fuel
13 economy in that they would not have purchased the vehicle or not paid as much for it,
14 in higher out-of-pocket fuel expenses and the diminution of value of the vehicle.

15 **L. New Jersey Plaintiff: Peter Patroni**

16 106. Plaintiff Peter Patroni is a resident and citizen of Galloway, New Jersey.
17 Plaintiff Patroni purchased a 2013 C-MAX on October 25, 2012, at Chapman Ford in
18 Egg Harbor Township, New Jersey. He made his decision to purchase a Ford C-MAX
19 after researching, viewing, and relying on Ford's website, television, and brochure
20 advertisements and marketing materials that stated the C-MAX achieved 47 MPG
21 highway, city, and combined. Fuel efficiency was the primary basis for his decision
22 to purchase a C-MAX.

23 107. Based on these representations which informed that the C-MAX Hybrid
24 would achieve 47 MPG in all types of driving, Plaintiff Patroni reasonably believed
25 that the C-MAX Hybrid would actually achieve 47 MPG when driven in the real
26 world. Plaintiff Patroni heavily relied on these representations when he decided to
27 buy the 2013 C-MAX. However, after purchasing the vehicle, he discovered that it
28

1 consistently achieved gas mileage far below the advertised mileage under normal,
2 real-world use, both on the highway and in the city.

3 108. Plaintiff Patroni did not know when he purchased the vehicle that the 47
4 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
5 efficiency and that the advertised mpg was inaccurate as he reasonably expected that
6 Ford would not falsely advertise MPG. Plaintiff Patroni has been damaged by Ford's
7 false, misleading, and inadequate representations of the C-MAX's fuel economy in
8 that he would not have purchased the vehicle or not paid as much for it, in higher out-
9 of-pocket fuel expenses and the diminution of value of the vehicle.

10 **M. New York**

11 **1. Octavio Hoyos**

12 109. Plaintiff Octavio Hoyos is a resident and citizen of Howard Beach, New
13 York. Plaintiff Hoyos purchased a 2013 C-MAX Hybrid on or about December 4,
14 2012, at Bay Ridge Ford in Brooklyn, New York. He made his decision to purchase a
15 C-MAX after researching, viewing, and relying on Ford's website and brochure
16 advertisements and marketing materials that stated the C-MAX achieved 47 MPG
17 highway, city, and combined. Fuel efficiency was the primary basis for his decision
18 to purchase a C-MAX. Plaintiff Hoyos considered purchasing a Toyota Prius, but
19 chose the Ford vehicle because of Ford's representations about the C-MAX's fuel
20 economy.

21 110. Based on these representations which informed that the C-MAX would
22 achieve 47 MPG in all types of driving, Plaintiff Hoyos reasonably believed that the
23 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
24 Hoyos heavily relied on these representations when he decided to buy the 2013 C-
25 MAX. However, after purchasing the vehicle, he discovered that it consistently
26 achieved gas mileage far below the advertised mileage under normal, real-world use,
27 both on the highway and in the city.

111. Plaintiff Hoyos did not know when he purchased the vehicle that the 47 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel efficiency and that the advertised MPG was inaccurate as he reasonably expected that Ford would not falsely advertise MPG. Plaintiff Hoyos has been damaged by Ford's false, misleading, and inadequate representations of the C-MAX's fuel economy in that he would not have purchased the vehicle or not paid as much for it, in higher out-of-pocket fuel expenses and the diminution of value of the vehicle.

2. Lawrence Moss

112. Plaintiff Lawrence Moss is a resident and citizen of Guilderland, New York. Plaintiff Moss purchased a 2013 Fusion Hybrid on or about January 26, 2013, at Latham Ford in Latham, New York. He made his decision to purchase a Fusion Hybrid after researching, viewing, and relying on Ford's website, television, and brochure advertisements and marketing materials that stated the Fusion achieved 47 MPG highway, city, and combined. Fuel efficiency was the primary basis for his decision to purchase a Fusion. Prior to purchasing his Fusion, Plaintiff Moss drove a 2007 Toyota Prius for 4-½ years and chose to purchase the Ford vehicle because of its fuel efficiency representations.

113. Based on these representations which informed that the Fusion Hybrid would achieve 47 MPG in all types of driving, Plaintiff Moss reasonably believed that the Fusion Hybrid would actually achieve 47 MPG when driven in the real world. Plaintiff Moss heavily relied on these representations when he decided to buy the 2013 Fusion. However, after purchasing the vehicle, he discovered that it consistently achieved gas mileage far below the advertised mileage under normal, real-world use, both on the highway and in the city.

114. Plaintiff Moss did not know when he purchased the vehicle that the 47 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel efficiency and that the advertised MPG was inaccurate as he reasonably expected that Ford would not falsely advertise MPG. Plaintiff Moss has been damaged by Ford's

1 false, misleading, and inadequate representations of the Fusion's fuel efficiency in that
2 he would not have purchased the vehicle or not paid as much for it, in higher out-of-
3 pocket fuel expenses and the diminution of value of the vehicle.

4 **N. North Carolina Plaintiff: Burneta Barley**

5 115. Plaintiff Burneta Barley is a resident and citizen of Mount Holly, North
6 Carolina. Plaintiff Barley purchased a 2013 Fusion on December 17, 2012 at
7 Crossroads Ford in Wake Forest, North Carolina. She made her decision to purchase
8 a Fusion after researching, viewing, and relying on Ford's website, television, and
9 brochure advertisements and marketing materials that stated the Fusion achieved 47
10 MPG highway, city, and combined. Fuel efficiency was the primary basis for her
11 decision to purchase a Fusion.

12 116. Based on these representations which informed that the Fusion would
13 achieve 47 MPG in all types of driving, Plaintiff Barley reasonably believed that the
14 Fusion would actually achieve 47 MPG when driven in the real world. Plaintiff
15 Barley heavily relied on these representations when she decided to buy the 2013
16 Fusion. However, after purchasing the vehicle, she discovered that it consistently
17 achieved gas mileage far below the advertised mileage under normal, real-world use,
18 both on the highway and in the city.

19 117. Plaintiff Barley did not know when she purchased the vehicle that the 47
20 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel
21 efficiency and that the advertised MPG was inaccurate as she reasonably expected that
22 Ford would not falsely advertise MPG. Plaintiff Barley has been damaged by Ford's
23 false, misleading, and inadequate representations of the Fusion's fuel efficiency in that
24 she would not have purchased the vehicle or not paid as much for it, in higher out-of-
25 pocket fuel expenses and the diminution of value of the vehicle.

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27
28

1 **O. Ohio**

2 **1. Phillip Rider**

3 118. Plaintiff Phillip Rider is a resident and citizen of Marysville, Ohio.
4 Plaintiff Rider purchased a 2013 C-MAX on January 20, 2013, at Bob Chapman Ford
5 in Marysville, Ohio. He made his decision to purchase a Ford C-MAX after
6 researching, viewing, and relying on Ford's website advertisements and marketing
7 materials that stated the C-MAX achieved 47 MPG highway, city, and combined.
8 Fuel efficiency was the primary basis for his decision to purchase a C-MAX.

9 119. Based on these representations which informed that the C-MAX would
10 achieve 47 MPG in all types of driving, Plaintiff Rider reasonably believed that the C-
11 MAX would actually achieve 47 MPG when driven in the real world. Plaintiff Rider
12 heavily relied on these representations when he decided to buy the 2013 C-MAX.
13 However, after purchasing the vehicle, he discovered that it consistently achieved gas
14 mileage far below the advertised mileage under normal, real-world use, both on the
15 highway and in the city.

16 120. Plaintiff Rider did not know when he purchased the vehicle that the 47
17 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
18 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
19 Ford would not falsely advertise MPG. Plaintiff Rider has been damaged by Ford's
20 false, misleading, and inadequate representations of the C-MAX's fuel economy in
21 that he would not have purchased the vehicle or not paid as much for it, in higher out-
22 of-pocket fuel expenses and the diminution of value of the vehicle.

23 **2. Sylvester Lazuka and Patricia Lazuka**

24 121. Plaintiffs Sylvester Lazuka and Patricia Lazuka are residents and citizens
25 of Kirtland, Ohio. The Lazuka Plaintiffs purchased a 2013 Fusion on or about
26 December, 2012, at Classic Ford in Mentor, Ohio. They made their decision to
27 purchase a Fusion after researching, viewing, and relying on Ford's website and
28 brochure advertisements and marketing materials that stated the Fusion achieved 47

1 MPG highway, city, and combined. Fuel efficiency was the primary basis for their
2 decision to purchase a Fusion.

3 122. Based on these representations which informed that the Fusion would
4 achieve 47 MPG in all types of driving, the Lazuka Plaintiffs reasonably believed that
5 the Fusion would actually achieve 47 MPG when driven in the real world. The
6 Lazuka Plaintiffs heavily relied on these representations when they decided to buy the
7 2013 Fusion. However, after purchasing the vehicle, they discovered that it
8 consistently achieved gas mileage far below the advertised mileage under normal,
9 real-world use, both on the highway and in the city.

10 123. The Lazuka Plaintiffs did not know when they purchased the vehicle that
11 the 47 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel
12 efficiency and that the advertised MPG was inaccurate as they reasonably expected
13 that Ford would not falsely advertise MPG. The Lazuka Plaintiffs have been damaged
14 by Ford's false, misleading, and inadequate representations of the Fusion's fuel
15 efficiency in that they would not have purchased the vehicle or not paid as much for it,
16 in higher out-of-pocket fuel expenses and the diminution of value of the vehicle.

17 **P. Oregon Plaintiff: Mark Goodale**

18 124. Plaintiff Mark Goodale is a resident and citizen of Beaverton, Oregon.
19 Plaintiff Goodale purchased a 2013 Fusion on or about January 2, 2013, at Landmark
20 Ford in Tigard, Oregon. He made his decision to purchase a Fusion after researching,
21 viewing, and relying on Ford's website and television advertisements and marketing
22 materials that stated the Fusion achieved 47 MPG highway, city, and combined. Fuel
23 efficiency was the primary basis for his decision to purchase a Fusion.

24 125. Based on these representations which informed that the Fusion Hybrid
25 would achieve 47 MPG in all types of driving, Plaintiff Goodale reasonably believed
26 that the Fusion would actually achieve 47 MPG when driven in the real world.
27 Plaintiff Goodale heavily relied on these representations when he decided to buy the
28 2013 Fusion. However, after purchasing the vehicle, he discovered that it consistently

1 achieved gas mileage far below the advertised mileage under normal, real-world use,
2 both on the highway and in the city.

3 126. Plaintiff Goodale did not know when he purchased the vehicle that the 47
4 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel
5 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
6 Ford would not falsely advertise MPG. Plaintiff Goodale has been damaged by Ford's
7 false, misleading, and inadequate representations of the Fusion's fuel efficiency in that
8 he would not have purchased the vehicle or not paid as much for it, in higher out-of-
9 pocket fuel expenses and the diminution of value of the vehicle.

10 **Q. Pennsylvania Plaintiff: Gary Druckenmiller**

11 127. Plaintiff Gary Druckenmiller is a resident and citizen of Lewistown,
12 Pennsylvania. Plaintiff Druckenmiller purchased a 2013 Fusion on or about
13 December 2012, at State College Ford in State College, Pennsylvania. He made his
14 decision to purchase a Fusion after researching, viewing, and relying on Ford's
15 website and television advertisements and marketing materials that stated the Fusion
16 achieved 47 MPG highway, city, and combined. Fuel efficiency was the primary
17 basis for his decision to purchase a Fusion, due to the fact that Plaintiff Druckenmiller
18 had recently retired, his wife was preparing to retire, they had plans to do a lot of
19 traveling, and they were looking for a new vehicle that would save money on gas.

20 128. Based on Ford's representations which informed that the Fusion would
21 achieve 47 MPG in all types of driving, Plaintiff Druckenmiller reasonably believed
22 that the Fusion would actually achieve 47 MPG when driven in the real world.
23 Plaintiff Druckenmiller heavily relied on these representations when he decided to buy
24 the 2013 Fusion. However, after purchasing the vehicle, he discovered that it
25 consistently achieved gas mileage far below the advertised mileage under normal,
26 real-world use, both on the highway and in the city.

27 129. Plaintiff Druckenmiller did not know when he purchased the vehicle that
28 the 47 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel

1 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
2 Ford would not falsely advertise MPG. Plaintiff Druckenmiller has been damaged by
3 Ford's false, misleading, and inadequate representations of the Fusion's fuel
4 efficiency in that he would not have purchased the vehicle or not paid as much for it,
5 in higher out-of-pocket fuel expenses and the diminution of value of the vehicle.

6 **R. South Carolina Plaintiffs: Stanley Lindsey and Elizabeth**
7 **Lindsey**

8 130. Plaintiffs Stanley Lindsey and Elizabeth Lindsey are residents and
9 citizens of Bluffton, South Carolina. The Lindsey Plaintiffs purchased a 2013 C-
10 MAX on or about January 2013, at O.C. Welch Ford in Hardeeville, South Carolina.
11 They made their decision to purchase a C-MAX after researching, viewing, and
12 relying on Ford's website, television, and brochure advertisements and marketing
13 materials that stated the C-MAX achieved 47 MPG highway, city, and combined.
14 Fuel efficiency was the primary basis for their decision to purchase a C-MAX.

15 131. Based on these representations which informed that the C-MAX would
16 achieve 47 MPG in all types of driving, the Lindsey Plaintiffs reasonably believed that
17 the C-MAX Hybrid would actually achieve 47 MPG when driven in the real world.
18 The Lindsey Plaintiffs heavily relied on these representations when they decided to
19 buy the 2013 C-MAX. However, after purchasing the vehicle, they discovered that it
20 consistently achieved gas mileage far below the advertised mileage under normal,
21 real-world use, both on the highway and in the city.

22 132. The Lindsey Plaintiffs did not know when they purchased the vehicle that
23 the 47 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
24 efficiency and that the advertised MPG was inaccurate as they reasonably expected
25 that Ford would not falsely advertise MPG. The Lindsey Plaintiffs have been
26 damaged by Ford's false, misleading, and inadequate representations of the C-MAX's
27 fuel economy in that they would not have purchased the vehicle or not paid as much
28 for it, in higher out-of-pocket fuel expenses and the diminution of value of the vehicle.

1 **S. Texas**

2 **1. Keith Howe**

3 133. Plaintiff Keith Howe is a resident and citizen of Boerne, Texas. Plaintiff
4 Howe purchased a 2013 C-MAX on or about December 22, 2012, at Legacy Ford in
5 Rosenberg, Texas. He made his decision to purchase a C-MAX after researching,
6 viewing, and relying on Ford's website, television, brochure, and banner
7 advertisements and marketing materials that stated the C-MAX achieved 47 MPG
8 highway, city, and combined. Fuel efficiency was the primary basis for his decision
9 to purchase a C-MAX. Plaintiff Howe originally considered purchasing the Toyota
10 Prius, but chose the C-MAX because of Ford's fuel efficiency advertisements.

11 134. Based on these representations which informed that the C-MAX would
12 achieve 47 MPG in all types of driving, Plaintiff Howe reasonably believed that the C-
13 MAX would actually achieve 47 MPG when driven in the real world. Plaintiff Howe
14 heavily relied on these representations when he decided to buy the 2013 C-MAX.
15 However, after purchasing the vehicle, he discovered that it consistently achieved gas
16 mileage far below the advertised mileage under normal, real-world use, both on the
17 highway and in the city.

18 135. Plaintiff Howe did not know when he purchased the vehicle that the 47
19 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
20 efficiency and that the advertised mpg was inaccurate as he reasonably expected that
21 Ford would not falsely advertise MPG. Plaintiff Howe has been damaged by Ford's
22 false, misleading, and inadequate representations of the C-MAX's fuel economy in
23 that he would not have purchased the vehicle or not paid as much for it, in higher out-
24 of-pocket fuel expenses and the diminution of value of the vehicle.

25 **2. Melissa Schmidt**

26 136. Plaintiff Melissa Schmidt is a resident and citizen of Kingwood, Texas.
27 Plaintiff Schmidt purchased a 2013 Fusion on or about November 2012, at Planet Ford
28 59 in Humble, Texas. She made her decision to purchase a Fusion after researching,

1 viewing, and relying on Ford's website advertisements and marketing materials that
2 stated the Fusion achieved 47 MPG highway, city, and combined. Fuel efficiency was
3 the primary basis for her decision to purchase a Fusion.

4 137. Based on these representations which informed that the Fusion would
5 achieve 47 MPG in all types of driving, Plaintiff Schmidt reasonably believed that the
6 Fusion would actually achieve 47 MPG when driven in the real world. Plaintiff
7 Schmidt heavily relied on these representations when she decided to buy the 2013
8 Fusion. However, after purchasing the vehicle, she discovered that it consistently
9 achieved gas mileage far below the advertised mileage under normal, real-world use,
10 both on the highway and in the city.

11 138. Plaintiff Schmidt did not know when she purchased the vehicle that the
12 47 MPG estimated mileage for the Fusion overstated the vehicle's estimated fuel
13 efficiency and that the advertised MPG was inaccurate as she reasonably expected that
14 Ford would not falsely advertise MPG. Plaintiff Schmidt has been damaged by Ford's
15 false, misleading, and inadequate representations of the Fusion's fuel efficiency in that
16 she would not have purchased the vehicle or not paid as much for it, in higher out-of-
17 pocket fuel expenses and the diminution of value of the vehicle.

18 **T. Virginia Plaintiff: Charles Savage**

19 139. Plaintiff Charles Savage is a resident and citizen of the county of
20 Arlington, Virginia. Plaintiff Savage purchased a 2013 C-MAX on or about
21 November 2012, at Lindsey Ford of Wheaton in Wheaton, Maryland. He made his
22 decision to purchase a C-MAX after researching, viewing, and relying on Ford's
23 website and television advertisements and marketing materials that stated the C-MAX
24 achieved 47 MPG highway, city, and combined, including YouTube advertisements
25 that the C-MAX achieves better fuel efficiency than the Toyota Prius. Fuel efficiency
26 was the primary basis for his decision to purchase a C-MAX.

27 140. Based on these representations which informed that the C-MAX would
28 achieve 47 MPG in all types of driving, Plaintiff Savage reasonably believed that the

1 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
2 Savage heavily relied on these representations when he decided to buy the 2013 C-
3 MAX. However, after purchasing the vehicle, he discovered that it consistently
4 achieved gas mileage far below the advertised mileage under normal, real-world use,
5 both on the highway and in the city.

6 141. Plaintiff Savage did not know when he purchased the vehicle that the 47
7 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
8 efficiency and that the advertised mpg was inaccurate as he reasonably expected that
9 Ford would not falsely advertise MPG. Plaintiff Savage has been damaged by Ford's
10 false, misleading, and inadequate representations of the C-MAX's fuel economy in
11 that he would not have purchased the vehicle or not paid as much for it, in higher out-
12 of-pocket fuel expenses and the diminution of value of the vehicle.

13 **U. Washington**

14 **1. Allen Bluhm**

15 142. Plaintiff Allen Bluhm is a resident and citizen of Tumwater, Washington.
16 Plaintiff Bluhm purchased a 2013 C-MAX on or about November 2012, at Allstar
17 Ford in Olympia, Washington. He made his decision to purchase a C-MAX after
18 researching, viewing, and relying on Ford's website and television advertisements and
19 marketing materials that stated the C-MAX achieved 47 MPG highway, city, and
20 combined. Fuel efficiency was the primary basis for his decision to purchase a C-
21 MAX.

22 143. Based on Ford's representations which informed that the C-MAX would
23 achieve 47 MPG in all types of driving, Plaintiff Bluhm reasonably believed that the
24 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
25 Bluhm heavily relied on these representations when he decided to buy the 2013 C-
26 MAX. However, after purchasing the vehicle, he discovered that it consistently
27 achieved gas mileage far below the advertised mileage under normal, real-world use,
28 both on the highway and in the city.

1 144. Plaintiff Bluhm did not know when he purchased the vehicle that the 47
2 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
3 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
4 Ford would not falsely advertise MPG. Plaintiff Bluhm has been damaged by Ford's
5 false, misleading, and inadequate representations of the C-MAX's fuel economy in
6 that he would not have purchased the vehicle or not paid as much for it, in higher out-
7 of-pocket fuel expenses and the diminution of value of the vehicle.

8 **2. Richard Fox**

9 145. Plaintiff Richard Fox is a resident and citizen of Ridgefield, Washington.
10 Plaintiff Fox purchased a 2013 Ford Fusion Hybrid on or about November 16, 2012,
11 at I5 Ford aka Uhlmann Ford in Chehalis, Washington. He made his decision to
12 purchase a Ford Fusion Hybrid after researching, viewing, and relying on Ford's
13 website, brochure, and "My Ford" magazine advertisements and marketing materials
14 that stated the Fusion achieved 47 MPG highway, city, and combined. Fuel efficiency
15 was the primary basis for his decision to purchase a Fusion.

16 146. Based on Ford's representations which informed that the Fusion would
17 achieve 47 MPG in all types of driving, Plaintiff Fox reasonably believed that the
18 Fusion Hybrid would actually achieve 47 MPG when driven in the real world.
19 Plaintiff Fox heavily relied on these representations when he decided to buy the 2013
20 Fusion. However, after purchasing the vehicle, he discovered that it consistently
21 achieved gas mileage far below the advertised mileage under normal, real-world use,
22 both on the highway and in the city.

23 147. Plaintiff Fox did not know when he purchased the vehicle that the 47
24 MPG EPA estimated mileage for the Fusion Hybrid overstated the vehicle's estimated
25 fuel efficiency and that the advertised mpg was inaccurate as he reasonably expected
26 that Ford would not falsely advertise MPG. Plaintiff Fox has been damaged from
27 Ford's false, misleading, and inadequate representations of the Fusion's fuel
28

1 efficiency in that he would not have purchased the vehicle or not paid as much for it,
2 in higher out-of-pocket fuel expenses and the diminution of value of the vehicle.

3 **V. Wisconsin Plaintiff: Dennis Harkins**

4 148. Plaintiff Dennis Harkins is a resident and citizen of Fitchburg,
5 Wisconsin. Plaintiff Harkins purchased a 2013 C-MAX on November 19, 2012, at
6 Kayser Ford in Madison, Wisconsin. He made his decision to purchase a C-MAX
7 after researching, viewing, and relying on Ford's website and brochure advertisements
8 and marketing materials that stated the C-MAX achieved 47 MPG highway, city, and
9 combined. Fuel efficiency was the primary basis for his decision to purchase a C-
10 MAX.

11 149. Based on these representations which informed that the C-MAX would
12 achieve 47 MPG in all types of driving, Plaintiff Harkins reasonably believed that the
13 C-MAX would actually achieve 47 MPG when driven in the real world. Plaintiff
14 Harkins heavily relied on these representations when he decided to buy the 2013 C-
15 MAX. However, after purchasing the vehicle, he discovered that it consistently
16 achieved gas mileage far below the advertised mileage under normal, real-world use,
17 both on the highway and in the city.

18 150. Plaintiff Harkins did not know when he purchased the vehicle that the 47
19 MPG estimated mileage for the C-MAX overstated the vehicle's estimated fuel
20 efficiency and that the advertised MPG was inaccurate as he reasonably expected that
21 Ford would not falsely advertise MPG. Plaintiff Harkins has been damaged by Ford's
22 false, misleading, and inadequate representations of the C-MAX's fuel economy in
23 that he would not have purchased the vehicle or not paid as much for it, in higher out-
24 of-pocket fuel expenses and the diminution of value of the vehicle.

25 151. All of the above Plaintiffs would not have purchased their Vehicles or
26 paid as much to purchase their Vehicles if they had known that the MPG rates
27 advertised were substantially inflated. In addition, they have paid more in out-of-
28 pocket fuel expenses and suffered diminution of the value of their Vehicles.

II. Defendant Ford Motor Company

152. Defendant Ford Motor Company is a global automotive industry leader based in Dearborn, Michigan that manufactures automobiles across six continents. Through dealerships, Ford causes its vehicles to be sold in California. It is the second largest U.S.-based automaker, and is the world's fifth largest automobile manufacturer. Ford operates 90 plants around the world and employs over 200,000 employees. Ford distributes its vehicles throughout the United States via Ford dealerships, including in California. Ford also operates a research lab in Silicon Valley, California.³ Ford is publicly traded on the New York Stock Exchange.

153. In an attempt to capitalize on strong consumer preference for better fuel economy, Ford launched a "power of choice" strategy to deliver leading fuel economy across its lineup. However, in the process of promoting sales, Ford engaged in a misleading and deceptive advertising campaign throughout California and the United States, which grossly overstated the estimated fuel economy of the Vehicles, which in fact, fall substantially short of attaining such fuel efficiency in real-world, normal use.

154. The true names and capacities of Defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiffs, who therefore sue such Defendants by such fictitious names. Each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein, including being responsible for the design, testing, and marketing of the Vehicles. Plaintiffs will seek leave of Court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as DOES when such identities become known.

155. Based upon information and belief, Plaintiffs allege that at all times mentioned herein, each and every Defendant was acting as an agent and/or employee

³ <http://corporate.ford.com/news-center/press-releases-detail/pr-fords-new-silicon-valley-36681> (last visited Apr. 15, 2013).

1 of each of the other Defendants, and at all times mentioned was acting within the
2 course and scope of said agency and/or employment with the full knowledge,
3 permission, and consent of each of the other Defendants. In addition, each of the acts
4 and/or omissions of each Defendant alleged herein was made known to, and ratified
5 by, each of the other Defendants.

6 SUBSTANTIVE ALLEGATIONS

7 A. Rise in Sales of Fuel-Efficient Vehicles in the United States

8 156. It is widely known that some of the hottest cars on the market these days
9 are fuel efficient vehicles that save consumers money at the pump, where they have
10 seen prices soar over the past several years. In fact, *The New York Times* published an
11 article in September 2012, observing: "In the past, nothing slowed down strong car
12 sales faster than a spike in gasoline prices. But these days, consumers simply switch
13 to more fuel-efficient models."⁴

14 157. Consumers are also increasingly mindful of their carbon footprint in light
15 of popular education concerning climate change. Buying a fuel-efficient car is one of
16 the ways in which consumers are encouraged to make a difference in reducing climate
17 change.

18 158. In the summer of 2012, media articles reported that Kelley Blue Book
19 ("KBB") had seen "an increased interest in fuel-sipping small cars both in terms of
20 KBB.com shopping activity and retail sales volume."⁵ Sales for some fuel-efficient
21 cars were up nearly 50% from a year before.

25 ⁴ <http://www.nytimes.com/2012/09/05/business/august-us-car-sales.html> (last
26 visited Apr. 12, 2013).

27 ⁵ [http://business.time.com/2012/08/27/yet-again-high-gas-prices-boost-sales-of-](http://business.time.com/2012/08/27/yet-again-high-gas-prices-boost-sales-of-small-fuel-efficient-cars/)
28 [small-fuel-efficient-cars/](http://business.time.com/2012/08/27/yet-again-high-gas-prices-boost-sales-of-small-fuel-efficient-cars/) (last visited on Apr. 12, 2013).

159. More recently, in October 2012, *The New York Times* reported that automobile sales were at their highest point in four years.⁶ The robust sales pace was driven in part by the “wide variety of new fuel-efficient models on the market.” The article quoted a Ford executive as stating, “Fuel economy remains one of the most important features customers want today.”

160. Additionally, a study conducted by *Consumer Reports* revealed that consumers are willing to pay extra for a fuel-efficient vehicle in order to cut driving costs, increase fuel economy, and further environmental protection goals. In fact, 83% of consumers surveyed reported that they would be willing to pay more for a fuel-efficient car.⁷

161. Indeed, in an article published on October 16, 2012, *Forbes* stated that “[w]ith gas prices touching \$5 a gallon in some parts of the country, the emphasis on fuel efficiency of vehicles has never been higher.”⁸

B. Defendants Bank on Consumer Interest in Fuel Economy with Misleading Advertising

162. Consistent with the trends in consumer interest regarding fuel-efficient cars, Ford has attempted to portray its vehicles as fuel efficient. Through this deceptive advertising campaign, Ford has conveyed these messages to the United States consuming public about the fuel economy of its vehicles.

163. In fact, in a recent press release, Ford admits that fuel economy has become an even more key purchase consideration for consumers and that it is investing billions to research and develop fuel efficient vehicles.⁹

⁶ <http://www.nytimes.com/2012/10/03/business/g-m-and-ford-post-lackluster-sales.html> (last visited Apr. 12, 2013).

⁷ <http://news.consumerreports.org/cars/2011/11/survey-car-owners-want-better-fuel-economy-support-increased-standards.html> (last visited Apr. 12, 2013).

⁸ <http://www.forbes.com/sites/greatspeculations/2012/10/16/how-ford-plans-to-benefit-from-high-gas-prices/> (last visited Apr. 12, 2013).

1 164. The 2010 Fusion was launched in the U.S. market in 2009. The
2 introduction of the 2010 Fusion was one of Ford's first attempts to compete in
3 growing the hybrid market. Subsequently, Ford introduced the 2011-2013 Fusion
4 Hybrids. Ford builds the Fusion Hybrids in Sonora, Mexico.

5 165. In an attempt to further target the growing market for hybrid vehicles
6 which had been previously dominated by Toyota, Ford introduced the 2013 model
7 year C-MAX and the 2013 Fusion.¹⁰

8 166. Alan Mulally, Ford's president and Chief Executive Officer stated, "We
9 are absolutely committed to class-leading fuel efficiency as a reason to buy Ford
10 vehicles, with customers able to choose the fuel-efficient powertrain that best fits their
11 lifestyle."

12 167. The introduction of the C-MAX and 2013 Fusion in the third quarter of
13 2012 marked the debut of Ford's newest dedicated line of hybrid vehicles. Ford
14 positioned the vehicles as fuel efficient. The Company noted that its rationale for
15 launching the C-MAX and 2013 Fusion was that "customers increasingly want to save
16 money at the pump even as gas prices rise over time."

17 168. Ford touted the 2013 Fusion as "America's most fuel efficient midsize
18 sedan."¹¹ Additionally, in July and August 2012, Ford boasted that the C-MAX raises
19 the bar for hybrid fuel economy and takes customers further than the Toyota Prius, a
20 popular hybrid model.¹²

21
22 ⁹ http://media.ford.com/mini_sites/10031/fueleconomy/ (last visited Apr. 12,
2013).

23 ¹⁰ [http://www.forbes.com/sites/greatspeculations/2012/10/16/how-ford-plans-to-](http://www.forbes.com/sites/greatspeculations/2012/10/16/how-ford-plans-to-benefit-from-high-gas-prices/)
24 [benefit-from-high-gas-prices/](http://www.forbes.com/sites/greatspeculations/2012/10/16/how-ford-plans-to-benefit-from-high-gas-prices/) (last visited Apr. 12, 2013).

25 ¹¹ http://media.ford.com/article_display.cfm?article_id=37109 (last visited Apr.
26 12, 2013).

26 ¹² http://media.ford.com/article_display.cfm?article_id=36932 (last visited Apr.
27 12, 2013); http://media.ford.com/article_display.cfm?article_id=36816 (last visited
28 Apr. 12, 2013).

1 169. The first step in Ford's plan to position the C-MAX and the 2013 Fusion
 2 as America's most fuel efficient hybrids was to report the Environmental Protection
 3 Agency's ("EPA") estimated mileage that was class leading. Ford did so by reporting
 4 to the EPA that the C-MAX and 2013 Fusion achieved EPA-estimated 47 city,
 5 highway, and combined MPG figures that just so happened to be better than its chief
 6 rival, the Toyota Prius v. After the 47 MPG figure was enshrined in the EPA fuel
 7 economy estimates, Ford used the figure for an extensive ad campaign.

8 170. For example, in advertisements and press releases, Ford stated that the C-
 9 MAX "delivers EPA-certified 47 mpg city, 47 mpg highway ratings – 7 mpg better
 10 than the Prius v" and claimed that customers would pay less at the dealership and less
 11 at the pump for a C-MAX versus a Prius v.¹³

12 171. Ford touted that the "C-MAX Hybrid is Ford's first hybrid vehicle to
 13 offer 47 mpg across the board."¹⁴

14 172. Additionally, Ford stated "C-MAX Hybrid returns the same fuel
 15 economy whether driving cross-country or across the city – stemming mostly from a
 16 growing list of Ford innovations that have helped the vehicle to deliver an impressive
 17 list of metrics, such as its 570-mile overall range, taking customers from Los Angeles
 18 to Las Vegas and back on one tank of gas."¹⁵

19 173. In the same press release, Ford stated, "C-MAX Hybrid to offer 'real car'
 20 range at 570 miles on one tank of gas, taking customers from Los Angeles to Las
 21 Vegas and back on one tank, beating Toyota Prius v by 120 miles."¹⁶

23 ¹³ http://media.ford.com/article_display.cfm?article_id=37185 (last visited Apr.
 24 12, 2013).

25 ¹⁴ http://media.ford.com/article_display.cfm?article_id=36932 (last visited Apr.
 12, 2013).

26 ¹⁵ *Id.*

27 ¹⁶ *Id.*

174. Additionally, Ford expressly stated in a press release that the “C-MAX Hybrid delivers EPA-certified 47 mpg city, 47 mpg highway ratings – 7 mpg better than Prius on the highway – for a 47 mpg combined rating.”

175. In one internet ad, entitled “The Hybrid Games Challenge: MPG Showdown,” two actors portray reporters trying to determine whether the C-MAX or Prius v had better MPG.¹⁷ In the ad, the announcers state that the total range of the C-MAX is 571 miles while the Prius’ driving range is 450 miles. This information is also displayed graphically on the screen. The announcer then states, “So the C-MAX should go further on a tank of fuel.” Then, a Prius owner and a C-MAX owner are shown purportedly going about daily errands. The ad then depicts the Prius owner having to stop for gas before the C-MAX owner, confirming ostensibly the better MPG of the C-MAX.

176. The same theme is used in a cartoon ad. In that ad, the headline states, “Ford C-MAX vs. Toyota Prius v, How Far on a Tankful?”¹⁸ That ad depicts the Prius stopping at a gas station first, while the C-MAX continues driving. Then the legend, “C-MAX 571 miles, Prius only 450 Miles,” appears, followed by “C-MAX Hybrid Maximizes a Tank of Gas,” and finally, “Stop Less, Go More”.

177. In another ad, “C-MAX Hybrid MPG” a cartoon graphic depicted that the C-MAX beat Prius v in combined MPG. The ad depicted the Prius v as getting 44 MPG combined while C-MAX achieved 47 MPG combined, concluding, “C-MAX Hybrid Maximizes MPG, Stop Less, Go More.”¹⁹

178. Indeed, Ford regularly compared the mileage of the C-MAX to that of the Toyota Prius. In fact, Ford focused a large part of its fall 2012 C-MAX marketing

¹⁷ <http://www.ford.com/cars/cmax/hybridgames/> (last visited Apr. 8, 2013).

¹⁸ *Id.*

¹⁹ *Id.*

1 campaign on a comparison of these two vehicles. Matt VanDyke, director of U.S.
2 Marketing Communications of Ford, described the C-MAX Hybrid ads as “simple,
3 unique spots that will introduce our first all-hybrid line in North America to
4 Americans by . . . showing how it beats Prius v, especially in fuel economy.”²⁰

5 179. These comparisons were false and misleading as they created the
6 impression that Plaintiffs would attain better mileage with the C-MAX than they
7 would be able to with a Prius. However, the Prius actually achieves better MPG than
8 the C-MAX in real-world driving conditions.²¹

9 180. In one ad comparing the C-MAX to the Prius v, Ford touted that the C-
10 MAX also beats Prius v with better MPG.²²

11 181. Ford refers to the C-MAX as “[t]he country’s most fuel-efficient and
12 affordable hybrid” and touted that the “C-MAX Hybrid at 47 mpg combined beats
13 Prius v by 7 mpg in the compact hybrid utility segment.”²³

14 182. In another ad entitled “Say Wheeee,” Ford stated that the C-MAX “bests”
15 the Toyota Prius v in MPG, concluding the commercial with the statement: “Say Hi to
16 the all new 47 combined mpg C-MAX Hybrid.” The video component of the ad
17 showed an image of the vehicle with an accompanying “47 mpg” graphic.²⁴

18
19
20 ²⁰ http://media.ford.com/article_display.cfm?article_id=37185%20 (last visited
Apr. 12, 2013).

21 ²¹ [http://news.consumerreports.org/cars/2012/12/video-tests-show-2013-ford-](http://news.consumerreports.org/cars/2012/12/video-tests-show-2013-ford-fusion-c-max-hybrids-dont-live-up-to-47-mpg-claims.html)
22 [fusion-c-max-hybrids-dont-live-up-to-47-mpg-claims.html](http://news.consumerreports.org/cars/2012/12/video-tests-show-2013-ford-fusion-c-max-hybrids-dont-live-up-to-47-mpg-claims.html) (last visited Apr. 12,
2013).

23 ²² http://media.ford.com/article_display.cfm?article_id=37185 (last visited Apr.
24 12, 2013); <http://www.ispot.tv/ad/7IZX/ford-c-max-hybrid-more-space> (last visited
Apr. 12, 2013).

25 ²³ http://media.ford.com/article_display.cfm?article_id=37358 (last visited Apr.
26 12, 2013).

27 ²⁴ http://media.ford.com/article_display.cfm?article_id=37185 (last visited Apr.
28 12, 2013).